4595

BILL NO. S-79-08-27

SPECIAL ORDINANCE NO. S-150-79

AN ORDINANCE approving a contract for Street Improvement Resolution No. 5843-79 between the City of Fort Wayne, Indiana and Wayne Asphalt & Construction Company, Inc., Contractor for resurfacing streets in 3rd District.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated August 1, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Wayne Asphalt Construction Company, Inc., Contractor, for:

resurfacing streets in 3rd District: Poinsette Drive, West State Blvd., Colwyn Lane, Marston Dr., Andrew St., Cherokee Rd., Ridgewood Dr., and Red Haw Dr.,

under Board of Public Works Street Improvement Resolution No. 5843-79, at a total cost of $190,696.90, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T Hinga
Councilman

APPROVED AS TO FORM & LEGALITY

William N. Salin, City Attorney

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works ~~(and the City Plan Commission for recommendation)~~ and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock ___ M., E.S.T.~~

DATE: 8-14-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Hunter, and duly adopted, placed on its passage.

PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 8-28-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-150-79 on the 28th day of August, 1979.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Moses Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of August, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 4th day of September, 1979, at the hour of 3 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-08-27

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract for Street Improvement Resolution No. 5843-79 between the City of Fort Wayne, Indiana and Wayne Asphalt & Construction for resurfacing streets in 3rd District

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN	William T. Hinga
PAUL M. BURNS - VICE CHAIRMAN	Paul M. Burns
FREDRICK R. HUNTER	Fredrick R. Hunter
DONALD J. SCHMIDT	D J Schmidt
JAMES S. STIER	Jim Stier

8-28-79

CONCURRED IN

DATE ______ CHARLES W. WESTERMAN, CITY CLERK

Orig.

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

68-2-12 8-1-79

CONTRACT

This Agreement, made and entered into this 1 day of August, 1979

by and between

WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve by resurfacing and restoring pavement on Poinsette Drive, West State Boulevard, Colwyn Lane, Marston Drive, Andrew Street, Cherokee Road, Ridgewood Drive, and Red Haw Drive, as shown on Improvement Resolution No. 5843-79 attached.

These streets are located in the 3rd Councilmanic District.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5843-79 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Pavement Removal	Five dollars and twenty cents per square yard	$ 5.20
H.A.C. #53 Base	Nineteen dollars and twenty-five cents per ton	19.25
H.A.C. #9 Binder	Nineteen dollars and forty-five cents per ton	19.45
H.A.C. #11 Binder	Nineteen dollars and seventy-five cents per ton	19.75
H.A.C. A-2 Surface	Twenty-two dollars and fifty cents per ton	22.50
Joint & Crack Sealer	Seven hundred and forty dollars and no cents per ton	740.00
C.B.'s - Adjust & Set to Grade	One hundred and sixty-five dollars and no cents per each	165.00
M.H.'s - Adjust & Set to Grade	One hundred and sixty-five dollars and no cents per each	165.00
Water Valves - Adjust & Set to Grade	Fifty dollars and no cents per each	50.00
New Curb Type III	Eight dollars and seventy-five cents per lineal foot	8.75
Ditching & Cleaning	Three dollars and seventy-five cents per lineal foot	3.75
Topsoil	Twelve dollars and fifty cents per ton	12.50
Bluegrass Sod (Includes 30 days of watering)	Three dollars and fifty cents per square yard	3.50
#53 Stone - Graded & Compacted	Eight dollars and fifty cents per ton	8.50
Bee Hive Castings - Adjust and Place Circular Asp. Ramps Around Each Bee Hive Casting - 6 ft. in Diameter - 6" Depth	Two hundred and fifty dollars and no cents per each	250.00
Corregated Metal Pipe (Driveway Drainage Pipe)	Seventeen dollars and fifty cents per lineal foot	17.50

by grading and paving the roadway to a width of ~~XXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5843-79 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Pavement Removal	Five dollars and twenty cents per square yard	$ 5.20
H.A.C. #53 Base	Nineteen dollars and twenty-five cents per ton	19.25
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Joint & Crack Sealer	Seven hundred and forty dollars and no cents per ton	740.00
C.B.'s - Adjust & Set to Grade	One hundred and sixty-five dollars and no cents per each	165.00
M.H.'s - Adjust & Set to Grade	One hundred and sixty-five dollars and no cents per each	165.00
Water Valves - Adjust & Set to Grade	Fifty dollars and no cents per each	50.00
New Curb Type III	Eight dollars and seventy-five cents per lineal foot	8.75
Ditching & Cleaning	Three dollars and seventy-five cents per lineal foot	3.75
Topsoil	Twelve dollars and fifty cents per ton	12.50
Bluegrass Sod (Includes 30 days of watering)	Three dollars and fifty cents per square yard	3.50
#53 Stone - Graded & Compacted	Eight dollars and fifty cents per ton	8.50
Bee Hive Castings - Adjust and Place. Circular Asp. Ramps Around Each Bee Hive Casting - 6 ft. in Diameter - 6" Depth	Two hundred and fifty dollars and no cents per each	250.00
Corregated Metal Pipe (Driveway Drainage Pipe)	Seventeen dollars and fifty cents per lineal foot	17.50
New Standard C.B.'s (complete)	One thousand, forty-five dollars and no cents per each	1,045.00
New Standard Inlets (complete)	Five hundred and twenty-five dollars and no cents per each	525.00
New Standard M.H.'s (complete)	Eight hundred and seventy-five dollars and no cents per each	875.00
Total	One hundred and ninety thousand, six hundred and ninety-six dollars and ninety cents	$190,696.90

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5843-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Sept. 15, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20th day of July, 1979

ATTEST:

E. L. Dehner
Corporate Secretary

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: C. K. Stewart
C. K. STEWART, PRES.

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

____

____

____

____

Its Board of Public Works and Mayor.

ATTEST:

____
Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY.

____
CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5848 - 1979

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. Poinsette Drive - From the west curb line of Cherokee Road to the south curb line of State Boulevard.

2. West State Boulevard - From the west property line of Tyler Avenue to the railroad crossing approach of the Grand Rapids and Indiana Railroad.

3. Colwyn Lane - From the south curb line of Marston Drive to a point 222 feet southwest thereof.

4. Marston Drive - From the south curb line of Warrick Avenue to a point 45 feet south of the south property line of Lyell Court.

5. Andrew Street - From the north curb line of Huffman Street to the south curb line of State Boulevard.

6. Cherokee Road - From the north property line of Spring Street to the southeast property line of Fairhill Road.

7. Ridgewood Drive - From the west curb line of Parnell Avenue to the east curb line of Newport Avenue.

8. Red Haw Drive - From the northwest curb line of Clinton Street to a point 1,160 feet north thereof.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this ______________ day of ____________________, 1979.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

____
Henry P. Wehrenberg, Chairman

____
Ethel H. LaMar, Member

____
Max G Scott, Member

ATTEST: ______________________
Clerk

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we WAYNE ASPHALT AND CONSTRUCTION CO.,INC as Principal, and the United States Fidelity & Guaranty, a corporation organized under the laws of the State of Maryland, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND NINETY THOUSAND, SIX HUNDRED AND NINETY-SIX DOLLARS AND NINETY CENTS ------------------ ($190,696.90), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 23 day of July, 1979, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5843-79

To improve by resurfacing and restoring pavement on Poinsette Drive, West State Boulevard, Colwyn Lane, Marston Drive, Andrew Street, Cherokee Road, Ridgewood Drive, and Red Haw Drive, as shown on Improvement Resolution No. 5843-79 attached. These streets are located in the 3rd Councilmanic District.

at a cost of $190,696.90, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC.
(Contractor)

BY: C K Stewart

ITS: C. K. STEWART, PRES.

ATTEST:

Yaste, Zent & Rye, Inc.
~~Authorized Agents~~
Arthur C. Funcke
(Title)

United States Fidelity & Guaranty
Surety

*BY: Lane I Ross
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By* Thomas A. Zecha
Vice-President.

(SEAL)

(Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19..78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of Fort Wayne, Indiana, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) July 19, 1979

Richard Calder

Assistant Secretary.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC.---------------------------
(Name of Contractor)

6600 Ardmore Avenue, Fort Wayne, Indiana 46809 --------------------------------
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and United States Fidelity & Guaranty
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND NINETY THOUSAND, SIX HUNDRED AND NINETY-SIX DOLLARS AND NINETY CENTS------------------ for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 23 day of July, 1979, for the construction of:

Resolution No. 5843-79

To improve by resurfacing and restoring pavement on Poinsette Drive, West State Boulevard, Colwyn Lane, Marston Drive, Andrew Street, Cherokee Road, Ridgewood Drive, and Red Haw Drive, as shown on Improvement Resolution No. 5843-79 attached. These streets are located in the 3rd Councilmanic District.

at a cost of ONE HUNDRED AND NINETY THOUSAND, SIX HUNDRED AND NINETY-SIX DOLLARS AND NINETY CENTS--
($ 190,696.90), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 19 day of July, 1979.

(SEAL)

ATTEST:

E. L. Dehner
(Principal) Secretary

WAYNE ASPHALT AND CONSTRUCTION CO., INC.
Principal

BY C. K. Stewart

Pres. C. K. STEWART, PRES.
(Title)

6600 Ardmore Avenue
Fort Wayne, Indiana 46809
(Address)

Witness as to Principal

(Address)

UNITED STATES FIDELITY & GUARANTY
Surety
BY Lane I. Ross
Attorney-in-Fact
(Authorized Agent)

201 W. Wayne St.

Fort Wayne, In.
(Address)

Arthur C. Fruchs
Witness as to Surety

201 W. Wayne St., Fort Wayne, In.
(Address)

Yaste, Zent & Rye, Inc., Authorized Agents

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By* Thomas A. Zecha
Vice-President.

(SEAL)

(Signed) Ray H. Britt
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19..78...

(SEAL) (Signed) Herbert J. Aull
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of Fort Wayne, Indiana , authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on (Date) July 19, 1979

Richard Calder
Assistant Secretary.

RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S	12.60	55¢	1.25			3if
BOILERMAKER		S	13.25	1.17½	1.00		3¢	
BRICKLAYER		S	11.14	45	50		1	4if
CARPENTER	(BUILDING)	S	10.89		6%		8	2if
	(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON		S	9.70	75	80		1	
ELECTRICIAN		S	12.35	50	3%+40		6	
ELEVATOR CONSTRUCTOR		S	11.63½	89½	69	8%	6	
GLAZIER		S	10.79		25	40	4	25¢holidays
IRON WORKER		S	11.80	90	1.20		2	25¢annuity 2if
LABORER	(BUILDING)	S-SS US	7.70-8.70	70	50		9	
	(HIGHWAY)	S-US-SS	8.30-9.15	70	70		9	
	(SEWER)	S-US-SS	7.60-8.40	70	50		9	
LATHER		S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER		S	11.22		6%		8	2if
OPERATING ENGINEER	(BUILDING)	S-SS US	8.10-11.90	55	65		9	
	(HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
	(SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER		S	9.25-10.25	50	65		12	6misc.
PLASTERER		S	10.08	60	80			
PLUMBER & STEAMFITTER		S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER		S	8.75-10.80					
ROOFER		S	10.90		10			
SHEETMETAL WORKER		S	12.09	50	60		10	39¢sasmi 14if
TEAMSTER	(BUILDING)	S-SS US	9.18-10.13	26.00pw	31.00pw			
	(HIGHWAY)	S-SS-US	8.75½-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 29 DAY OF Mar. 19 79

Preston E. Platt
REPRESENTING GOVERNOR, STATE OF INDIANA

Mark A. Scott
REPRESENTING THE AWARDING AGENT.

Fred M. Rein
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FORT WAYNE, IND.
FILED
JUL 17 1979
CHARLES W. WESTERMAN
CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

The Common Council
Fort Wayne, Indiana

Gentlemen:

The Board of Public Works has this morning awarded Contracts for both Street Improvement Resolution No. 5843-79, 3rd Councilmanic District in amount of $190,696.90 and Street Improvement Resolution No. 5844-79, 4th Councilmanic District, in amount of $110,113.05 to Wayne Asphalt & Construction Co., Inc.

Inasmuch as the Board is anxious for this resurfacing work to be done as soon as possible, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED:

William T. Hinga · Samuel J. Talarico · Jim Stier
John Nuckols · Vivian G. Schmidt
Paul M. Burns · D. Schmidt

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

4573

TITLE OF ORDINANCE SPECIAL ORDINANCE - ST. IMP. RES. NO. 5843-79 - RESURF. 3rd DIST.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-79-08-27

SYNOPSIS OF ORDINANCE SPECIAL ORDINANCE - STREET IMPROVEMENT RESOLUTION NO. 5843-79, RESURFACING CONTRACT FOR 3rd COUNCILMANIC DISTRICT: POINSETTE DRIVE, WEST STATE BOULEVARD, COLWYN LANE, MARSTON DR., ANDREW ST., CHEROKEE RD., RIDGEWOOD DR., AND RED HAW DRIVE IN AMOUNT OF $190,696.90. WAYNE ASPHALT CONSTRUCTION CO., INC., CONTRACTOR FOR THE PROJECT.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE RESURFACING OF ABOVE-DESCRIBED STREETS

EFFECT OF NON-PASSAGE CONTINUANCE OF STREET IMPROVEMENT PROGRAM WILL BE IMPAIRED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $190,696.90 FROM REVENUE SHARING AND MVH FUNDS

ASSIGNED TO COMMITTEE Bd. of Works

EP